

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLASTER TENDER

IN

SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

102-270-7

PLASTER HOD CARRIERS AGREEMENT

JULY 1, 2005 through JUNE 30, 2009

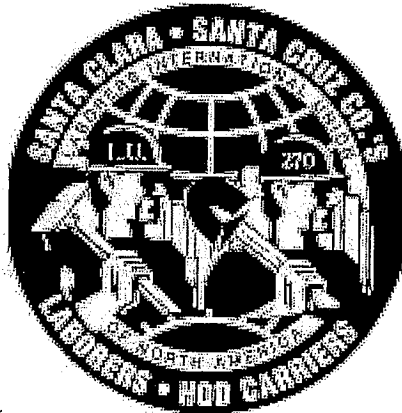
By and Between

SOUTH BAY PLASTERING CONTRACTORS ASSOCIATION

2318 Lafayette Street

Santa Clara, CA 95050

(408) 988-4965



R E C E I V E D

Department of Industrial Relations

AUG 05 2005

Div. of Labor Statistics & Research
Chief's Office

LABORERS' LOCAL UNION 270 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

509 Emory Street, San Jose, CA 95110

(408) 297-2620

Fax (408) 297-6374

640 Eaton Street

Santa Cruz, CA 95062

(831) 475-7058

Fax (831) 475-1767

ARTICLE XII - TRANSPORTATION AND SUBSISTENCE

SECTION 1 - FARE

Any Employee who is hired for a job outside the jurisdiction of the Local Union shall receive his transportation fare both ways. If any delays occur on the job, he/she shall have the right to demand his return fare. No Employee is entitled to his return fare if he quits before the job is finished. No less than twelve dollars \$12.00 per day subsistence when working more than thirty-five (35) miles from the Local Union Hall in San Jose, or Santa Cruz or from the Employee's home, whichever is lesser.

SECTION 2 - VIOLATION

Any violations of the transportation expenses or subsistence must be corrected by the following payday or all Hod Carriers will be removed from the job. These Hod Carriers will receive a full days pay regardless of the time that they are removed. This will not be considered a strike or work stoppage. The Hod Carriers will be returned to the job once the violation is corrected.

ARTICLE XIII - WEEKLY PAY DAY

SECTION 1. PROCEDURE Thirty (30) minutes before the close of the work week each Friday, or on the regular company payday, all Hod Carriers must be paid in cash or by a regular printed payroll check, on the job if the Hod Carriers are working, or at a mutually agreed place the Hod Carriers are not working. On the pay stub, detail of days, dates of pay period, hours worked, rate of pay, whether straight or over time shift, transportation expense, name, and address of employer and the name of the Hod Carrier shall be listed with all deductions and fringe benefits contributions and given to each Hod Carrier.

When a Hod Carrier is not paid as above described or receives a check that is not honored by the bank, all Hod Carriers in the employ of the Employer regardless of job site, will be removed by the Union without liability for the work stoppage. These Hod Carriers will receive full day's pay regardless of the time they are removed. Those Hod Carriers who received bad checks or who were not paid as above described, will receive a full day's pay for each day, including Saturdays, Sundays and holidays up until such time that the checks are honored or the Hod Carriers are paid properly. This pay will be at straight time rate. Union employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

SECTION 2. - HOLD-BACK PAY

A maximum of two (2) days of hold-back pay is allowed on each weekly pay period.

SECTION 3. - LAYOFF PAY

If a Hod Carrier is laid off or discharged, he/she shall be paid at once and in full. If not so paid, he/she shall receive his/her full pay at straight time rates including Saturdays, Sundays and holidays even though not worked until paid regardless of his/her subsequent earning or employment.

California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

SECTION 3. DRUG TESTING - The Carpenters 46 Northern California Counties Uniform Substance Abuse Policy June 1, 2004, may be utilized under the following conditions:

- 1) When required by Law.
- 2) When required by the Owner of the Project.

ARTICLE XVII - JOB VISITATION

The Business Representatives of the Local Union will have the right to inspect jobs and will have a reasonable time to talk to each Hod Carrier.

ARTICLE XVIII - INSTRUCTIONS TO HOD CARRIERS

The Hod Carrier will take instructions from the Employer or the Plaster Foreman but the plaster foreman will not do any of the Hod Carriers work.

ARTICLE XIX - EXTERIOR FINISHES

Hod carriers will mix all mortar and proprietary finish materials to be applied over all exterior insulation systems (EIFS) Exterior Insulation and Finish Systems and all other similar systems, whether materials are mixed at the job site, in the shop or in the contractor's yard.

ARTICLE XX- PARKING

The employer agrees to pay for parking in any metropolitan area where there is no free parking available for the employees.

ARTICLE XXI - LIFE OF CONTRACT

SECTION 1. - Effective Dates:

This agreement is effective from July 1, 2005 through June 30, 2009.

SECTION 2.

Automatic Renewal. This Agreement shall be automatically renewed from year to year thereafter unless either party shall give sixty (60) days written notice to the other of its desire to renegotiate the same prior to June 30, 2005 or June 30th of any subsequent year. Either party may start negotiations by giving written notice one (1) year prior to expiration date of this Agreement which will be honored by either party.

SECTION 3.

It is mutually agreed by the Union and all Employers bound to or signatory to this agreement that any amendments or modifications to this Agreement enacted under the terms of this Agreement,